1

File No. AFD. 322. FGL70

MYSORE GOVERNMENT SECRETARIAT

Notes/Correspondence/Collection

Department: A&F Section: Forest 'A'

Subject :— Forest Dept - N.K. Dist. Honavar Taluka - Kasarkod village - F.S. No. 222 to 227 - grant of 100 acres to Sri K.V. Shetty, on lease basis for setting up fish canning and freezing plant -

Earlier References :—

Later References :— AFD. 250 - FGL71

14-9-70
to 10-3-71

(Classification A/B/C)

Notes Pages 6
Correspondence Pages 38
For/Not for Section Note Book
To be destroyed after —

B.S. Basappa
Under Secretary to Government.

Indexed

AF 559 / I AF / 70

2

DOCKET SHEET

Department: A & F

File No. AFD. 332. FA 70.

Section Forest A'

Volume:

SUBJECT

Forest Defn - N.K. Dist - Honavar Tq - Kasarkod village - F.S. No. 222 to 227 - grant of 10 acres to Sri K.V. Shetty on lease basis, for setting up fish canning and freezing plant -

Number and date 1	To whom sent 2	Instructions 3
R. & I. SECTION F. D. No. 332 Date 22 Section W11	R.O.R. DESPATCHED 7 OCT 1970	
AFD 7577 FA 70 7/10/70		
22-10-70	C & F	
16/11/70	AA F)	
Min. of St. Forests. No. F1989 Date 24/11	Secy A&F.	
Secy., A. & F. No. 8114 Date 27.11.70		
Min. of St. Forests. No. F. 2041. Date 4/12.		

[P.T.O.

3 AFD. 332. FEL 70.

Sl. No. 1. letter No. B3/55/GFL/1556/70-71 dated 8.9.70 of The C.C.F. B'lore.

NOTE. 1

The C.C.F has recommended for grant of 10 acres of land, on lease basis, out of F.S. No 222 & 227 to Sri K.V. Shetty, of Kasankod village, Honavar TS, N.K Dist for setting up fish canning and freezing plant. to Sri K.V. Shetty

We may agree with the proposal of C.C.F. A draft G.O. is put up for approval. F.D may advise.

14/9.
17/9

DS
19/9/70

Secy., A&F
No. 5723
21/9

F.D

21/9/70

NOTE. 2

F.D. agrees

F.D

A. C. Seetharama
8.K.70
U.S. F.D

Sir
7/10.

A.F.D

NOTE. 3

Ref. Note 1 & 2.

A&F (Fisheries) and C&I Deptt may advise

A.C.F (H&F)
No. 559/I&F
Date 14/10/70
13/10/70

see
87

A.V.J
Fisheries

13/10/70.

AFD 332 PCL/70

4

Note. 3

Fisheries Section has no remarks or objection. Now this file may now be marked C & I Dept.

21/10/70

S. O
C & G. } RAS 21/10/70

R. & I. SECTION
C.M.D.
No. 4139
Date 22 OCT 1970
Section F

23/10/70

Note. 4

This may be returned to A & (P) after perusal.

Seen and returned.

11/11
13

13/11/70.

A & FD

13/11/70
S. PUTTAIAH
Under Secy. C & I Dept.

Shri. R (S & P)
23/10/70.

Note. 5

Having agreed to by F.D., A&F (Fisheries) & C&I Dept, the proposal of C.C.F. at Note 2 may be approved & the G.O. at p 13 may be issued.

23/11

DS

23/11/70

Recd. instructions from D.S., C&I Dept
13/11/70.
43789

R. & I. SECTION
C.M.D.
No. 6806/HR
Date 19 NOV 1970

AFD 8710 PA 70
20/11/70

24/11/70

Min (Fisheries)

Approved.

26/11

ALUR HANUMANTHAIYA
Minister of State for Forests

Shri AL
19/11/70

Dy. Secy. A & P

Secy A&F)

23/11

23/11

28/11

No. 1114

AFD. 332- FCL70.

— 7 —

Decision has been taken in principle to lease a extent of 10 acres of forest land for establishing a fish canning & freezing plant. As has been done in other similar cases, the extent in question may be transferred to R.D. for leasing under the Land Grant Rules. The period of lease & the rental having been fixed @ 30 years and @ Rs. 150/- per acre per annum respectively. Draft G.O. @ Page 13 is for approval.

14/12/70

Cy. Secy. A&F 14/12/70

7/12

MW (Forests) Instead of surrendering the land to R.D. to be leased to the applicant, Forest Dept itself could lease the land at the rate of Rs. 150/- per acre per annum

7/12/70.

ALUR HANUMANTHAPPA
Min. of State for Forests

7/12/70

Dy. Secy (A&F)

NOTE. 9

The CCF may be requested to lease the land with the terms & conditions mentioned above.

7/12/70

7/12/70

The typed draft G.O at P 13-8 may be issued.

14/12/70

15/12

Cy. Secy. A&F No. 7622 14/12

8/12

AFD. 332-FEL70 6

The G.O. No. AFD.332.FEL70 dated 19.12.70 is wrongly mentioned as AFD. 322-FEL70 dated 19.12.70.

A draft corrigendum is put up

from office
4/1

9 nos.
4/1/71

May be recorded 'B'.

23/2

Re-opened.
22/2/71.

Sl. No. 4. letter No. 133/55/GFL/1550/70-71 dated 2-7-71 of the C.C.F. B'lore.

Note. 10

(1): An extent of 10 acres of land out of F.S. No 222 to 227 of Kasarkod village, Honnavar Tq, N.K. Dist was ordered to be granted on lease basis to Sri K.V. Shetty in G.O. dated 19.12.70 for setting up fish canning and freezing unit.

(2) The C.C.F. has not refused than the actual area, after leaving a belt of 1 furlong from high water mark of Arabian Sea, has been reduced to 5 acres only. As such

7 AFD. ~~288~~ 332 · FC/L70

he has requested to issue a corrigendum accordingly.
further he has requested to reduce the amount of deposit from Rs 5000/- to Rs 2500/-.

We may agree with C.C.F. A draft corrigendum is put up for approval

p27

Pl put up letters ~~after~~ as per drafts ~~as~~ to be approved in case ~~& other~~ similar case put up. along with letters
12/7 14/7.

A modified G.O. is put up for approval

20/7 21/7 23/7

Ds 21 23/7

Issue 26/7

May be seen last B.

14/8 10/8/71

Regd. No. 3150 26/7

PROCEEDINGS OF THE GOVERNMENT OF MYSORE.

Sub: Forest Department - North Kanara District - Honavar Taluk - Kasarkod Village - F.S.No.230(P), 231(p), 232(P), 227((P) and 223(P) grant of 5 acres of land to Sri K.V.Shetty, for setting up Fish Canning and Freezing unit on lease basis - orders regarding.

ORDER No.AFD 332 FCL 70,
DATED,BANGALORE:THE 6TH ~~XXXX~~ AUG. 1971.

With reference to letter No.B3/55/CFL/1558/70-71 dated 2nd July 1971 of the Chief Conservator of Forests(General) in Mysore, Bangalore, and in supersession of Govt. Order No.AFD 323 FCL 70, dated 17-12-1970 as modified by Corrigendum No.AFD 332 FCL 70, dated 4/6-1-1971 on the subject mentioned above, sanction is accorded to the grant of 5 acres of land as detailed below on lease to Sri K.V.Shetty, for setting up fish canning and Freezing unit, subject to the conditions indicated in the annexure to this order.-

District	Taluk	Village	F.S.No.	Extent.
North Kanara.	Honavar	Kasarkod	230(P)	0-03 (Acres)
			231(P)	2-17
			232(P)	1-07
			227(P)	0-22
			223(P)	0-31
			Total ..	5-00

This order issues with the concurrence of Finance Department vide their U.O.No.4592/W2/70 dated 6-10-1970.

Superseded in G.O.No.AFD 278 FCL 77 dated 7.7.72

By Order and in the name of the President of India,

Sd/-

(S.B.Chikkmath)
Under Secretary to Government,
Agriculture & Forest Department.

To
The Chief Conservator of Forests(General) in Mysore,Bangalore (with case papers).
The Conservator of Forests, Kanara Circle, Dharwar.
The Divisional Forest Officer, Honnavar.
Copy to:Finance Department(Budget).

hms/6-8/Ccs.

ISSUED
9.8.71

ANNEXURE TO GOVT. ORDER NO.AYD 332 FOL 70 DATED 6TH AUGUST 1971.

1) The period of lease shall be 30years, with option to renew the lease after expiry of the initial 30years lease period for a period of 30 years on such terms and conditions as may be mutually agreed upon and the company shall give one year's notice in writing to the Government for the exercise of such option.

2) The lessee shall pay a rent of Rs.150/- per acre or part of an acre per year.

3) The area shall be demarcated by the lessee on the ground at his cost by means of boundary stones which should be kept in proper repair throughout the lease period to the satisfaction of the Divisional Forest Officer concerned.

4) The lessee shall utilise the area mainly for the purpose of establishing fish canning freezing plant and such ~~structure~~ structures as are necessary in connection with the said industry, for housing the office, staff and labourers and for keeping the equipments.

5) Any amount due to the Government under the lease deed shall be recovered from the lessee as an arrears of land Revenue or under any other provision under which it could be recovered.

6) The lessee shall be responsible for all the irregularities commissions or ommissions committed either by himself or his agents or labourers within a radius of 2 furlongs from the leased area as if the said irregularities have been committed by himself.

7) The lessee shall bind himself to render every assistance and use of his labour and equipment to his best endeavor to extinguish fire, if any, in the adjoining forest areas under lease and the lessee shall in all cases give immediate notice of such occurrence of the fire to the nearest forest, Revenue or Police Officer.

8) The lessee shall permit the officers and servants of Government with or without workmen at all times to enter upon the lands aforesaid to review the conditions and state thereof.

9) The lessee shall not quarry stones or use earth for brick manufacture and for other such purposes without the previous permission of the Divisional Forest Officer concerned in writing and he shall use the same with permission only on payment of its value existing at the time of such removal.

10) The lessee shall deposit with the Forest Department a sum of Rs.2500/- either in cash or bank gurantee for the satisfactory fulfilment of all the conditions and in case of breach of any of the conditions, the Conservator of Forests having jurisdiction over the area under lease shall be at liberty to impose penalty upto a maximum of Rs.100/- (one hundred only) for each such breach and recover the same. If the lessee fails to pay the same within 15 days from the date of such demand it shall be lawful for the conservator of forests to order recovery of this amount from the deposit. If any such penalty is recovered from the deposit, the deposit should be immediately made up so that the deposit is always Rs.2500/-.

11) The lessee shall not sublet or mortgage or alienate the demised land or any portion thereof to any other party or body for any purpose without the specific permission of Govt. in writing, which the Govt. might concede subject to such terms and conditions as it may decide.

12) The lessee shall not do any act which is destructive or permanently injurious to the land excepting the construction of factory and other allied buildings as approved by the Departmental Officers not below the rank of the Divisional Forest Officer.

13) The lessee shall as long as the lease is in force, pay the yearly rent regularly to Govt. in advance, the first of such payments to be made on the day of signing the agreement and the subsequent annual payment on the corresponding day and month of the succeeding years.

14) If the lessee fails to pay to the Govt. any sum or sums payable under the lease on the respective dates on which they, become due, the lessee shall pay interest at 6½% per annum or at such rates as may be fixed in the years to come on such amounts from the due date to the date of payment. For the purpose of reckoning interest, the period of 15 days and above shall be reckoned as one month and that below reckoned as half a month.

15) In the event of temporary suspension of the lease during the agreement period, if any, the Govt. shall be at liberty to levy and recover proportionate rental from the lessee upto the date of with-drawal of the order of suspension.

16) The sum of Rs.2,500/- deposited by the lessee under condition No.(10) or such portion thereof as is available at the time of expiry of the contract, shall be returned to the lessee as early as possible thereafter.

17) The lessee shall abide by other terms and conditions as may be imposed by Government from time to time, after mutual agreement.

18) The annual rental indicated in condition No.(2) above is subject to revision if the circumstances so warrant and in a manner advantageous to Government.

19) The lessee shall obtain a licence from the competent authority for establishment of such a factory, if necessary before taking possession of the land.

20) The lessee shall use the area for the purpose for which it is granted and utilise the area within a period of 5 years.

21) The lessee shall leave a belt of one furlong from the high water mark of the Arabian Sea.

22) The chemical effluents if any, from the plant should be properly discharged without any harm to the local inhabitants.

23) The lease shall be cancelled by Govt. if the factory becomes defunct or the lessee does not fulfil any of the conditions of this agreement. In the event of such cancellation, the lessee shall not claim any compensation or damages from Government on that account and no damages or compensation shall be paid. In the event of cancellation of this agreement, the buildings whatever are standing on the land on the date of such cancellation, shall become the absolute property of Government.

24) On expiry of the contract period the lessee shall remove all fixtures and moveables which have been paid for by him from the demised land within a period of 6(Six) months from the date of expiry and the lessee shall hand over the vacant possession of the area at the end of the period specified failing which the Government shall be at liberty to take suitable action.

25) The casurina or any other trees standing on the area will be disposed of by the Department before possession of the area is handed over to the lessee.

(S.B.Chikkanath)
Under Secretary to Government,
Agriculture & Forest Department.

12 34

Sub: Forest Department - North Kanara District - Honavar Taluk - Kasarkod Village - F.S.No. 233(P),231(P),232(P),227(P)-228(P) grant of 5 acres of land to Sri K. K.V.Shetty, for setting up Fish Canning and Freezing unit on lease basis-orders regarding. ---

PROCEEDINGS OF THE GOVT. OF MYSORE

ORDER NO.AFD 332 FGL 70,

DATED:BANGALORE:THE JULY 1971.

With reference to letter No.B3/55/GFL/1556/70-71 dated ~~21st~~ 2nd July 1971, ... of the Chief Conservator of Forests(Gl.) in Mysore, Bangalore, and in supersession of G.O. No. AFD 322 FGL 70 dated 17-12-70 on the subject mentioned above, sanction is accorded to the grant of ~~an extent of~~ 5 acres of land as detailed below; on lease ~~basis~~ to Sri K.V.Shetty, for setting up fish canning and Freezing unit, ~~on lease basis~~ subject to the conditions indicated in the annexure to this ~~Government~~ Order.—

① P26

② P17

No. AFD 322 FGL 70, dt. 17-12-70 as modified by ~~G.O.No.~~ Corrigendum No. AFD 332 FGL 70, dt 4/6-1-1971

Dist.	Talmk	Village	F.S.No.	Extent.
N.K.	Honavar	Kasarkod	233(P)	0-03 (acres)
			231(P)	2-17
			232(P)	1-07
			227(P)	0-22
			228(P)	0-31
			Total ..	5-00

This order issues with the concurrence of F.D. vide their U.O.No. dated

By Order etc.

U/S., A & F.D.

To

The C.C.F.(Gl.) along with case papers.
The C.F., K.C.(Dharwar,
~~Karwar~~
The D.F.O., Honnavar,
Copy to: F.D.(B).

ANNEXURE TO G.O.NO.AFD 332 FGL 70 DATED:

1) The period of lease shall be 30years, with option to renew the lease after expiry of the initial 30 years lease period for a further period of 30 years on such terms and conditions as may be mutually agreed upon and the company shall give one year's notice in writing to the Government for the exercise of such option.

2) The lessee shall pay a rent of Rs.150/- per acre or part of an acre per year.

3) The area shall be demarcated by the lessee on the ground at his cost by means of boundary stones which should be kept in proper repair throughout the lease period to the satisfaction of the Divisional Forest Officer concerned.

4) The lessee shall utilise the area mainly for the purpose of establishing fish canning and freezing plant and such structures as are necessary in connection with the said industry, for housing the office, staff and labourers and for keeping the equipments.

5) Any amount due to the Government under the lease deed shall be recovered from the lessee as an arrears of land Revenue or under any other provision under which it could be recovered.

6) The lessee shall be responsible for all the irregularities commissions or ommissions committed either by himself or his agents or labourers within a radious of 2 furlongs from the leased area as if the said irregularities have been committed by himself.

contd.2.

7) The lessee shall bind himself to render every assistance and use of his labour and equipment to his best endeavor to extinguish fire, if any, in the adjoining forest areas under lease and the lessee shall in all cases give immediate notice of such occurrance of the fire to the nearest forest, Revenue or police officer.

8) The lessee shall permit the officers and servants of Govt. with or without workman at all times to enter upon the lands aforesaid to review the conditions and state thereof.

9) The lessee shall not quarry stones or use earth for brick manufacture and for other such purposes without the previous permission of the Divisional Forest Officer concerned in writing and he shall use the same with permission only on payment of its value existing at the time of such removal.

10) The lessee shall deposit with the Forest Department a sum of Rs.2500/- either in cash or bank gurantee for the satisfactory fulfilment of all the conditions and in case of breach of any of the conditions, the Conservator of Forests having jurisdiction over the area under lease shall be at liberty to impose penalty upto a maximum of Rs.100/- (one hundred only) for each such breach and recover the same. If the lessee fails to pay the same within 15 days from the date of such demand it shall be lawful for the conservator of forests to order recovery of this amount from the deposit. If any such penalty is recovered from the deposit, the

contd.3.

deposit should be immediately made up so that the deposit is always Rs.2500/-.

11) The lessee shall not sublet or mortgage or alienate the demised land or any portion thereof to any other party or body for any purpose without the specific permission of Govt. in writing, which the Govt.might concede subject to such terms and conditions as it may decide.

12) The lessee shall not do any act which is destructive or permanently injurious to the land excepting the construction of factory and other allied buildings as approved by the Departmental Officers not below the rank of the Divisional Forest Officer.

13) The lessee shall as long as the lease is in force, pay the yearly rent regularly to Govt. in advance, the first of such payments to be made on the day of signing the agreement and the subsequent annual payment on the corresponding day and month of the succeeding years.

14) If the lessee fails to pay to the Govt. any sum or sums payable under the lease on the respective dates on which they, become due, the lessee shall pay interest at 6¼% per annum or at such rates as may be fixed in the years to come on such amounts from the due date to the date of payment. For the purpose of reckoning interest, the period of 15 days and above shall be reckoned as one month and that below reckoned as half a month.

contd.4.

15) In the event of temporary suspension of the lease during theagreement period, if any, the Govt. shall be at liberty to levy and recover proportionate rental from the lessee upto thedate of with-drawal of the order of suspension.

16) The sum of Rs.2,500/- deposited by the lessee under condition No.(10) or such portion thereof as is available at the time of expiry of the contract, shall be returned to the lessee as early as possible thereafter.

17) The lessee shall abide by other terms and conditions as may be imposed by Govt. from time to time, after mutual agreement.

18) The annual rental indicated in condition No.(2) above is subject to revision if the circumstances so warrant and in a manner advantageous to Government.

19) The lessee shall obtain a licence from the competent authority for establishment of such a factory, if necessary before taking possession of the land.

20) The lessee shall use the area for the purpose for which it is granted and utilise the area within a period of 5 years.

21) The lessee shall leave a belt of one furlong from the high water mark of the Arabian sea.

22) The chemical effluents if any, from the plant ~~is~~ shd. be properly discharged without any harm to the local inhabitants.

contd.5.

23) The lease shall be cancelled by Govt. if the factory becomes defunct for the lessee does not fulfil any of the conditions of this agreement. In the event of such cancellation, the lessee shall not claim any compensation or damages from Govt. on that account and no damages or compensation shall be paid. In the event of cancellation of this Agreement, the buildings whatever are standing on the land on the date of such cancellation, shall become the absolute property of Govt.

24) On expiry of the contract period the lessee shall remove all fixtures and moveables which have been paid for by him from the demised land within a period of 6(Six) months from the date of expiry and the lessee shall hand over the vacant possession of the area at the end of the period specified failing which the Government shall be at liberty to take suitable action.

25) The casurina or any other trees standing on the area will be disposed of by the Department before possession of the area is handed over to the lessee.

29/7

U/S., A & F.D.

Sl. No 5

PROCEEDINGS OF THE GOVERNMENT OF MYSORE 2827 18

Sub: Forest Dept - N.K. Dist - Honavar Tq - Kasarkod village - F.S. Nos 233 (P), ~~F.S. No~~ 231 (P), 232 (P) 227 (P), 228 (P) - grant of 5 acres to Sri K.V. Shetty for setting up fish canning and freezing unit on lease basis - order regarding.

ORDER No. AFD 332. FGL 70

BANGALORE DATED THE JULY 71. ①

Read: (1) G.O. No AFD. 332. FGL 70 dated 17/19.12.70 ②

(2) letter No. B3/55/GFL/1556/70-71 dated 2.7.71 of the C.C.F. B'ul.

① P17 ② p26

CORRIGENDUM

(1) "F.S. No. 222 to 227" ~~appearing in line 2 and~~ "~~10 acres~~" appearing in line 2 of the subject matter and in line 4 of the G.O. dated 17/19.12.70 may be read as as follows:

F.S. No.	Extent A. G.
233 (P)	0-03
231 (P)	2-17
232 (P)	1-07
227 (P)	0-22
228 (P)	0-31
	5-00

(2) "10 acres" appearing line 2 of the subject matter and line 4 of the order portion of the G.O. dated 17/19.12.70 may be read as "5" acres.

(3) "Rs 5000/-" appearing in line 2 ~~of~~ and ~~of~~ 19 11 of clause (10) and line ~~11~~ 1 of clause 16 of the G.O. dated 5.11.75 may be read as "Rs 2500".

The action of D.F.O. Honavar in handing over the area pending sanction of Govt. B.O. & in the name of the President of India.

(4) is also ratified]

Yy A&F

To

CCR

CF. Kanara Circle Dharwar

DFO. Honavar

Copy F.D.

Sl. No. 4

20 26
AFD 4726 FA 71
6/7/71

C. F. No. 45]

GOVERNMENT OF MYSORE

Tele gram / phone

OFFICE OF
THE CHIEF CONSERVATOR OF FORESTS(GL)
IN MYSORE: BANGALORE.

No. B3/55/GFL/1556/70-71
Encls. Case papers

Date 21st JUNE 1971.

To

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

SECTION
5 JUL 1971
22863

Sir,

Sub: Grant of land for fish processing industrial unit.

Ref: Government Order No AFD 332 FGL 70 dated 17-12-70. P17

I enclose herewith a copy of letter No.FOP.GFL.CCF.SR/114/69-70, dated 25-5-1971, together with its enclosure received from the Conservator of Forests, Kanara for perusal. The Conservator of Forests has stated that only 5 acres of land is available for lease after leaving a belt of 1 furlong from the high water mark of the Arabian Sea as required under clause 21 of the Government Order which falls in the following S.Nos.:-

Village	F.S.No.	Extent
Kasarkod	233 (P)	0-03
	231 (P)	2-17
	232 (P)	1-07
	227 (P)	0-22
	228 (P)	0-31
		5-00

Necessary Corrigendum to the Government Order may kindly be issued.

Further, it is reported that as the applicant has represented, he has already placed orders for the purchase of the plant and they are on way etc., the Conservator of Forests has already instructed the Divisional Forest Officer, to hand over

Contd. P/2...

the area in anticipation of Government sanction and to ratify his action.

The petitioner has further represented to me through his petition dated 22-6-1971, addressed to you and copy endorsed to me (copy attached) that the deposit to be kept for the fulfilment of conditions as required by Clause No.10 should be got reduced proportionately consequent upon reducing the area to 5-0-0 acres.

This argument appears reasonable and I feel that keeping the deposit of Rs.2,500/- only is reasonable instead of Rs.5,000/- Clause No.10 may suitably be modified accordingly. I have therefore instructed the Divisional Forest Officer, to accept the deposit of Rs.2,500/- instead of Rs.5,000/- This action of mine may kindly be ratified.

Yours faithfully,

CHIEF CONSERVATOR OF FORESTS(GL)

22 24

Subject:-Lease of forest land 5-0-0 in various Forest Sy.Nos. of Kasarakod village in favour of Sri.K.V. Shetty of Kumta for establishment of fish processing Indn. and Horticulture Development-cum-fruit nursery farm.

No.FOP.GFL.CCF.SR/114/1969-70.
Dharwar:Date: 24-5-1971.
26

To

The Chief Conservator of Forests,
(General) in Mysore, Bangalore.

Sir,

In submitting herewith the D.F.O. Honavar's No. FOP.GFL/1302/69-70/70-71 dt.7-5-1971 together with its enclosures I am to state as under:-

2. Government had in their order No.AFD-332-FGL-70 dt.19-12-1970 had sanctioned the release of 10 acres of forest land in forest Sy.Nos.222 to 227 of Kasarkod village for establishment of fish processing Ind. & Horticulture Development-cum-fruit nursery farm in favour of Sri.K.V. Shetty of Kumta. One of the conditions of the grant of land in question was that the area should not be within one furlong from thehigh water mark of the Arbian sea. As the area originally selected was coming within the said strip of high water mark an alternative area had to be selected leaving a belt of one furlong from the high sea level mark. Accordingly the D.F.O. has now proposed 5 acres of area in F.S.Nos. 233(P), 231(P) 232(P) 227(P) and 228(P) of Kasarakod village.

3. I inspected the area proposed by the D.F.O. with applicant on 15-5-1971. The area now proposed is adjoining the area already ordered for release by Govt. However, only 5 acres are available for grant to the applicant at present. In view of this Govt. orders may kindly be obtained and communicated to release 5 acres out of F.S.Nos.233(P),231(P) 232(P), 227(P) and 228(P) of Kasarakod. If the applicant requires any more area, the same could be considered later after the industry is fully developed.

4. Further, the applicant represented that he has already placed orders for purchase of theplant and machinery and they are on way from Bombay and therefore construction of the factory buildings has to be started without further delay. In view of this, I am asking the D.F.O. to hand over the area of 5 acres as proposed by me to the party in anticipation of Govt. sanction. My action may kindly be ratified.

Yours faithfully,
S.R.Bhagwat 24/5/71
(S.R.Bhagwat.)
Conservator of Forests,
Kanara Circle, Dharwar.

psd/24/-
Copy to the D.F.O.Honavar for necessary action.

Below No.FOP/G L/HDR/417(69-70)/70-71 of 26-4-1971
from the I Gr. Surveyor on lands Honavar.

****

Sub:-Lease of land from the Forest Casuarina plantation area of Kasarkod village in North Kanara District for setting up fish processing Industries and Horticultural Development cum fruit nusery Farm.

No. FOP/GFL/1302/69-70/70-71 Honavar -4-1971

Submitted to the Conservator of Forests, Kanara Circle, Dharwar with reference to his No.FOP/GFL/CCF-SR-114/70-71 of 15-3-1971.

2. An area of 10 acres of land out of F.Sy.Nos. 227 to 227 of Kasarkod was granted in favour of Shri.K.V.Shetty of Kumta as per Govt. order No. AFD-332-FCL-70 of 17/12-12-70 for setting up fish canning and freezing plant in Kasarkod village Taluka Honavar subject to the conditions indicated in the annexure to the above Govt. order. In accordance with the above Govt. order the survey work was being taken and it was noticed at the time of survey that the area sanctioned by Govt. cannot be handed over to the party after demarcation in view of clause No.21 to the Annexure to Govt. order No.AFD-322-FCL-70 of 17-12-70 as the area granted falls within one furlong from the high water mark of the Arabian sea.

A seperate area was applied for by the party and sketches prepared and enclosed in triplicate. The F.Sy.Nos. and areas now proposed for grant in lieu of the F.Sy.Nos. already sanctioned under Govt. order cited above are as under:-

Village	F.Sy. Nos. now proposed.	Area available now in lieu of already sanctioned F.Sy.Nos. A - G-	Remarks.
Kasarkod	233(p)	0 - 03	The area proposed is exclusive of Jatti Road, leaving one furlong from the high water mark.
	231(p)	2 - 17	
	232(p)	1 - 07	
	227( )	0 - 22	
	228(p)	0 - 31	
	Total	5- 00	

The area now proposed is flat and Soil is sandy. The area is well stocked with casuarina trees. The average value of the trees is equal to the value proposed under this office even No. of 13-6-1970 for other F.Sy.Nos. of the same village.

The applicant Shri.K.V.Shetty of Kumta states that he has already placed orders for part of machinery in the hope of getting land before the one set of rains.

In view of the facts stated above and in view of the Govt. orders further orders as deemed necessary considering also the request of the applicant as per the applications enclosed may be obtained and communicated to proceed further in the matter.

P.T.O.

Contractor's applications in quadruplicate and sketches in triplicate are enclosed herewith for favour of further action.

K. A. Belliappa
6/5

(K.A.Belliappa)
Divisional Forest Officer,
Honavar Division, Honavar.

Afr/-

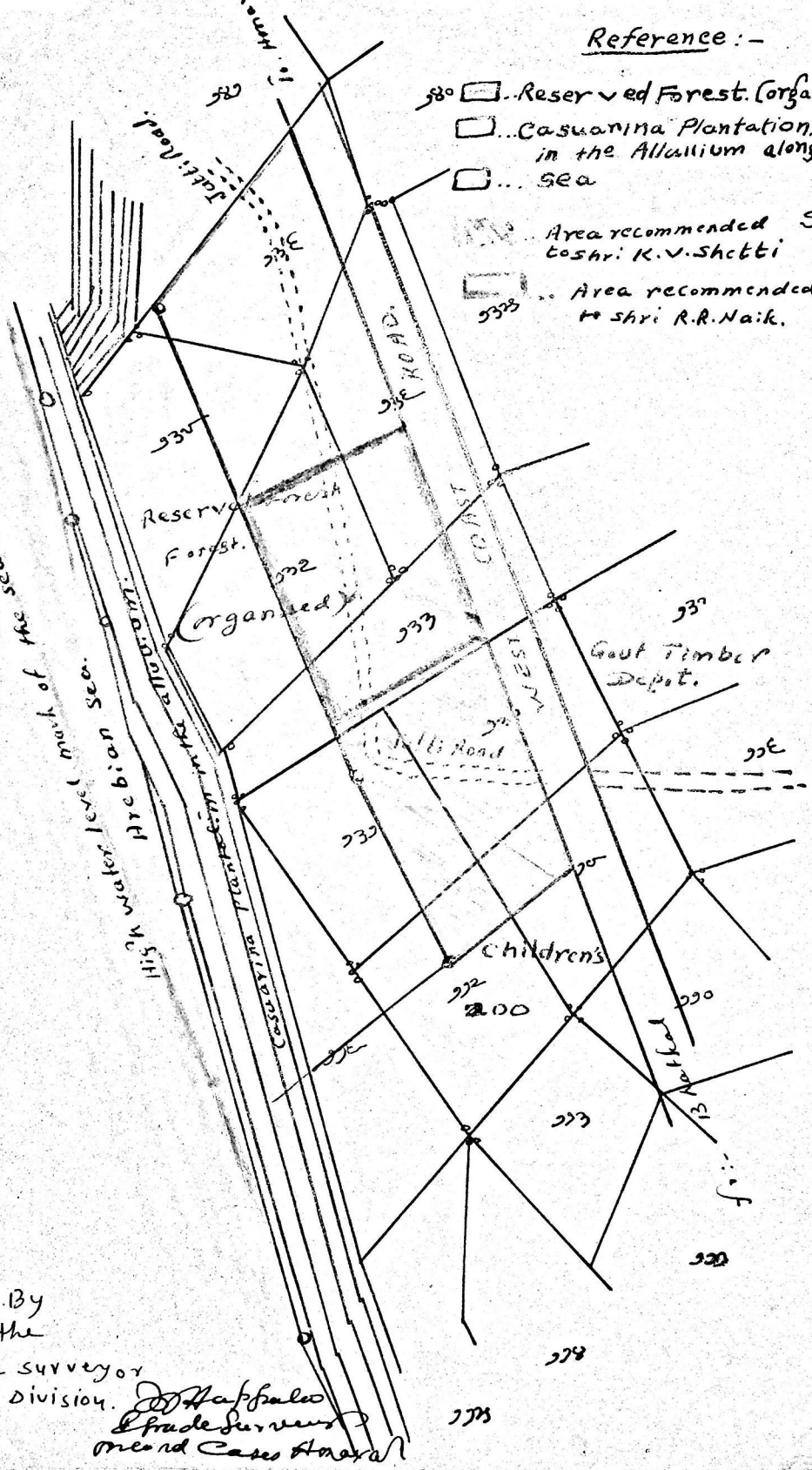
Village :- Kasarkod.
Taluka :- Honavar
District :- N. Kanara.

Reference :-

... Reserved Forest. (organised)
... Casuarina Plantation in the Alluvium along the sea beach.
... sea
... Area recommended to shri K.V. Shetti
... Area recommended to shri R.R. Naik.

N

Scale 16" = 1 Mile



Traced By
Bharathe
II grade surveyor
Honavar Division.

II Grade Surveyor
Record Cases Honavar

81-M-3 26 19

PROCEEDINGS OF THE GOVERNMENT OF MYSORE.

Sub: Forest Department - North Kanara District - Honnavar Taluk - Kasarkod Village - F.S.No.223 to 227 - Grant of 10 acres of Land to Sri K.V.Shetty for setting up fish curing and Freezing Unit on lease basis orders - Regarding.

ORDER NO.AFD 332 FOL 70,
DATED:BANGALORE:THE 4TH JANUARY 1971.

Read: Govt. Order No.AFD 322 FOL 70 dated 17-12-1970.

ORDER.

The Governor is pleased to direct that the "ORDER No.AFD 322 FOL 70" appearing in the Government Order and Annexure to Government Order cited above may be read as "ORDER No.AFD 332 FOL 70".

M.A.Srinivasan
(M.A.Srinivasan)
Under Secretary to Government,
Agriculture & Forest Department.

To

The Chief Conservator of Forests(General) in Mysore, Bangalore.
The Conservator of Forests, Kanara Circle, Dharwar.
The Divisional Forest Officer, Honnavar
Copy to: Finance Department.

hns/4-1/8cs.

Proceedings of the Governor of Mysore Sl. No. 3 27 18

Sub: as at p 17.

ORDER No. AFD. 332. FEL70

DATED ~~THE BANGALORE THE~~ 4th JANUARY 71

Read: G.O. No. AFD. 322. FEL70 dated 17.12.70.

CORRIGENDUM

The Governor is pleased to direct that

The "ORDER No. AFD 322. FEL70" appearing in the ~~ord~~ G.O and Annexure to G.O. cited above may be read as "ORDER No. AFD. 332. FEL70

4/1/71

To

CF

CR

DFO Hanavar

Copy to: FD

ISSUED
Date 6/1/1971

Sl. No. 2

28

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

Sub: Forest Department - North Kanara District - Honavar Taluk - Kasarkod Village - F.S.No.222 to 227 - Grant of 10 acres of Land to Sri K.V.Shetty for setting up fish Canning and Freezing Unit on lease basis orders - Regarding.

ORDER NO.AFD (332) FCL 70,
DATED: BANGALORE: THE 17TH DECEMBER 1970.

With reference to Letter No.B2/05/CFL/1556/70-71 dated 8-8-1970 of the Chief Conservator of Forests(General) in Mysore, Bangalore, the Governor is pleased to accord sanction to the ~~release~~ grant of an extent of 10 acres of land out of F.S.No.222 to 227 of Kasarkod Village, Honavar Taluk, North Kanara District on ~~the~~ lease basis to Sri K.V.Shetty, for setting up fish Canning and Freezing plant subject to the conditions indicated in the Annexure to this Government Order.

This issues with the concurrence of the Finance Department vide their U.O.Note No.FD 4532/M2/70 dated 6-10-1970.

(A.A.Srinivasan)
Under Secretary to Government,
Agriculture & Forest Department.

To
The Chief Conservator of Forests(General) in Mysore, Bangalore, along with case papers.
The Conservator of Forests, Kanara Circle, Dharwar.
The Divisional Forest Officer, Honnavar.
Copy to: Finance Department.

---

hns/16-12/8cs.

Date 19/12/1970

ANNEXURE TO GOVT. ORDER NO./FD 322 FGL 70, DATED 17TH DEC. 1970.

1) The period of lease shall be 30 years, with option to renew the lease after expiry of the initial 30 years lease period for a further period of 30years on such terms and conditions as may be mutually agreed upon and the company shall give one years notice in writing to the Government for the exercise of such option.

2) The lessee shall pay a rent of Rs.150/- per acre or part of an acre per year.

3) The area shall be demarcated by the lessee on the ground at his cost by means of boundary stones which should be kept in proper repair throughout the lease period to the satisfaction of the Divisional Forest Officer concerned.

4) The lessee shall utilise the area mainly for the purpose of establishing fish canning and freezing plant and such structures as are necessary in connection with the said industry, for housing the office, staff and labourers and for keeping the equipments.

5) Any amount due to the Government under the lease deed shall be recovered from the lessee as an arrears of Land Revenue or under any other provision under which it could be recovered.

6) The lessee shall be responsible for all the irregularities commissions or omissions committed either by himself or his agents or labourers within a radious of 2 furlongs from the leased area as if the said irregularities have been committed by himself.

7) The lessee shall bind himself to render every assistance and use of his labour and equipment to his best endeavour to extinguish fire, if any, in the adjoining forest areas under lease and the lessee shall in all cases give immediate notice of such occurrance of the fire to the nearest forest, Revenue or police Officer.

8) The lessee shall permit the officers and servants of Govt. with or without workmen at all times to enter upon the lands aforesaid to review the conditions and State thereof.

9) The lessee shall not quarry stones or use earth for brick manufacture and for other such purposes without the previous permission of the Divisional Forest Officer concerned in writing and he shall use the same with permission only on payment of its value existing at the time of such removal.

2500/ 10) The lessee shall deposit with the Forest Department a sum of Rs.5000/- either in cash or bank gurantee for the satisfactory fulfilment of all the conditions and in case of breach of any of the conditions, the Conservator of Forests having jurisdiction over the area under lease shall be at liberty to impose penalty upto a maximum of Rs.100/- (One hundred only) for each such breach and recover the same. If the lessee fails to pay the same within 15 days from the date of such demand it shall be lawful for the conservator of Forests to order recovery of this amount from the deposit. If any such penalty is recovered from the deposit, the deposit should be immediately made up so that the deposit is always Rs.5,000/-. 2500/

11) The lessee shall not sublet or mortgage or alienate the demised land or any portion thereof to any other party or body for any purpose without the specific permission of Govt. in writing, which the Govt. might conceed subject to such terms and conditions as it may decide.

12) The lessee shall not do any act which is distructive or permanantly injurious to the land excepting the construction of factory and other allied buildings as approved by the Departmental Officers not below the rank of the Divisional Forest Officer.

contd.2.

13) The lessee shall as long as the lease is in force, pay the yearly rent regularly to Govt. in advance, the first of such payments to be made on the day of signing the agreement and the subsequent annual payment on the corresponding day and month of the succeeding years.

14) If the lessee fails to pay to the Govt. any sum or sums payable under the lease on the respective dates on which they become due, the lessee shall pay interest at 6½% per annum or at such rates as may be fixed in the years to come on such amounts from the due date to the date of payment. For the purpose of reckoning interest, the period of 15 days and above shall be reckoned as one month and that below reckoned as half a month.

15) In the event of temporary suspension of the lease during the agreement period, if any, the Govt. shall be at liberty to levy and recover proportionate rental from the lessee upto the date of withdrawal of the order of suspension.

2500/- 16) The sum of Rs.5,000/- deposited by the lessee under condition No.(10) or such portion thereof as is available at the time of expiry of the contract, shall be returned to the lessee as early as possible thereafter.

17) The lessee shall abide by other terms and conditions asmay be imposed by Govt. from time to time, after mutual agreement.

18) The annual rental indicated in condition No.(2) above is subject to revision if the circumstances so warrant and in a manner advantageous to Government.

19) The lessee shall obtain a licence from the competent authority for establishment of such a factory, if necessary before taking possession of the land.

20) The lessee shall use the area for the purpose for which it is granted and utilise the area within a period of 5 years.

21) The lessee shall leave a belt of one furlong from the high water mark of the Arabian sea.

22) The chemical effluents if any from the plant is properly discharged without any harm to the local inhabitants.

23) The lease shall be cancelled by Govt. if the factory becomes defunt or the lessee does not fulfil any of the conditions of this agreement. In the event of such cancellation, the lessee shall not claim any compensation or damages from Govt. on that account and no damages or compensation shall be paid. In the event of cancellation of this Agreement the buildings whatever is standing on the land on that date of such cancellation shall become the absolute property of Government.

24) On expiry of the contract period the lessee shall remove all fixtures and moveable which have been paid for by him from the demised land within a period of 6(Six) months from the date of expiry and the lessee shall hand over the vacant possession of the area at the end of the period specified failing which the Government shall be at liberty to take suitable action.

25) The casurina trees standing on the area will be disposed of by the Department before possession of the area is handed over to the lessee.

M. A. Srinivasan
(M.A.Srinivasan)
Under Secretary to Government,
Agriculture & Forest Department.

hns/17-12/8cs.

Sl. No. 2

31 19

PROCEEDINGS OF THE GOVT. OF MYSORE

Sub: Forest Department - North Kanara District Honavar Taluk - Kasarkod Village - F.S. No.222 to 227 - Grant of 10 acres of land to Sri K.V.Shetty, for Setting up. fish Canning and Freezing. Unit . - . . . . . on lease basis, orders - regarding.

ORDER NO.AFD 322 FGL 70

DATED: BANGALORE: THE ~~November~~ December SEPT. 1970.

With reference to letter No.B3/55/GFL/1556/70-71 dated 8-9-1970 of the Chief Conservator of Forests (General) in Mysore, Bangalore the Governor is pleased to accord sanction to the release of an extent ~~for grant~~ of 10 acres of ~~ix~~ land out of F.S. No.222 to 227 of Kasarkod village, Honavar Taluk, North Kanara District and to its transfer ~~on lease basis,~~ to the R.D. for being leased under the Land Grant Rules to Sri K.V.Shetty, for setting up. fish . . Canning and freezing. ~~unit~~ plant, for a period of 30 years @ a rental of Rs.150 per acre per annum . . . . . ~~subject to the following conditions:~~

~~This order issues with the concurrence of F.D. vide~~ ~~Govt. O.O. No. AFD 322/W2/70 dated 6.x.70~~

~~contd.2.~~

To ~~get along with case papers~~

~~D.C. Karwar~~

Copy RD

~~GB~~

Sl. No. 2

32 13

PROCEEDINGS OF THE GOVT. OF MYSORE

Sub: Forest Department - North Kanara District Honavar Taluk - Kasarkod village - F.S. No.222 to 227 - Grant of 10 acres of land to Sri K.V.Shetty for setting up fish Canning and Freezing Unit on lease basis orders - regarding.

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ORDER NO.AFD 322 FGL 70,
DATED: BANGALORE: THE DEC. 1970.

With reference to letter No.B3/55/GFL/1856/70-71 dated 8-9-1970 of the Chief Conservator of Forests(General) in Mysore, Bangalore the Governor is pleased to accord sanction to the ~~release~~ grant of an extent of 10 acres of land out of F.S.No.222 to 227 of Kasarkod Village, Honavar Taluk, North Kanara District on lease basis to Sri K.V.Shetty, for setting up fish Canning and freezing plant subject to the ~~following~~ conditions indicated in the Annexure to this G.O.

~~Contd.2.~~

This issues with the concurrence of the F.D. vide their U.O. Note No. FD 4522/42/70 dated 6.X.70

To.

as at A of P.8.

ANNEXURE

CONDITIONS.

1) The period of lease shall be 30 years, With option to renew the lease after expiry of the initial 30 years lease period for a further period of 30 years on such terms and conditions as may be mutually agreed upon and the company shall give one years notice in writing to the Govt. ~~one years notice in writing to the Government~~ for the exercise of such option.

2) The lessee shall pay a rent of Rs.150/- per acre or part of an acre per year.

3) The area shall be demarcated by the lessee on the ground at his cost by means of boundary stones which should be kept in proper repair throghout the lease period to the satisfaction of the Divisional Forest Officer concerned.

4) The lessee shall utilise the area mainly for the purpose of establishing ~~fish oil extraction and fish meal plant~~/fish canning and freezing plant and such structures as are necessary in connection with the said industry, for housing the office, staff and labourers and for keeping the equipments.

5) Any amount due to the Government under the lease deed shall be recovered from the lessee as an arrears of land Rev. ~~or under the lease deed shall be recovered from the lessee as an arrears of land revenue~~ or under any other provision under which it could be recovered.

6) The lessee shall be responsbile for all the irregularities commissions or omissions committed either by himself or his agents or labourers within a radious of 2 furlongs from the leased area as if the said irregularities have been committed by himself.

contd.3.

7) The lessee shall bind himself to render every assistance and use of his labour and equipment to his best endeavour to extinguish fire, if any, in the adjoining forest areas under lease and the lessee shall in all cases give immediate notice of such occurance of the fire to the nearest forest, Revenue or Police Officer.

8) The lessee shall permit the officers and servants of Govt. with or without workmen at all times to enter upon the lands aforesaid to review the conditions and state thereof.

9) The lessee shall not quarry stones or use earth for brick manufacture and for other such purposes without the previous permission of the Divisional Forest Officer concerned in writing and he shall use the same with permission only on payment of its value existing at the time of such removal.

10) The lessee shall deposit with the Forest Dept. a sum of Rs.5000/- either in cash or bank gurantee for the satisfactory fulfilment of all the conditions and in case of breach of any of the conditions, the Conservator of Forests having jurisdictiin over the area under lease shall be at liberty to impose penalty upto a maximum of Rs.100/- (one hundred only) for each such breach and recover the same,. If the lessee fails to pay the same within 15 days from the date of such demand it shall be lawful for the conservator of forests to order recovery of this amount from the deposit. If any such penalty is recovered from the deposit, the deposit should be immediately made up so that the deposit is always Rs.5,000/-.

11) The lessee shall not sublet or mortgage or alienate

contd.4.

the demised land or any portion thereof to any other party or body for any purpose without the specific permission of Government in writing, which the Govt. might conceed subject to such terms and conditions as it may decide.

12) The lessee shall not do any act which is distructive or permanently injurious to the land excepting the construction of factory and other allied buildings as approved by the Departmental Officers not below the rank of the Divisional Forest Officer.

13) The lessee shall as long as the lease is in force, pay the yearly rent regularly to Govt. in advance, the first of such payments to be made on the day of signing the agreement and the subsequent annual payment on the corresponding day and month of the succeeding years.

14) If the lessee fails to pay to the Govt. any sum or sums payable under the lease on the respective dates on which they become due, the lessee shall pay interest at 6¼% per annum or at such rates as may be fixed in the years to come on such amounts from the due dates to the date of payment. For the purpose of reckoning interest, the period of 15 days and above shall be reckoned as one month and that below reckoned as half a month.

15) In the event of temporary suspension of the lease during the agreement period, if any, the Govt. shall be at liberty to levy and recover proportionate rental from the lessee upto the date of with-drawal of the order of suspension.

contd.5.

16) The sum of Rs.5,000/- deposited by the lessee under condition No.(10) or such portion thereof as is available at the time of expiry of the contract, shall be returned to the lessee as early as possible thereafter.

17) The lessee shall abide by other terms and conditions as may be imposed by Govt. from time to time, after mutual agreement.

18) The annual rental indicated in condition No.(2) above is subject to revision if the circumstances so warrant and in a manner advantageous to Government.

19) The lessee shall obtain a licence from the competent authority for establishment of such a factory, if necessary before taking possession of the land.

20) The lessee shall use the area for the purpose for which it is granted and utilise the area within a period of 5 years.

21) The lessee shall leave a belt of 1 furlong from the high water mark of the Arabian sea.

22) The chemical effluents if any from the plant is properly discharged without any harm to the local inhabitants.

23) The lease shall be cancelled by Govt. if the factory becomes defunt or the lessee does not fulfil any of the conditions of this agreement. In the event of such cancellation, the lessee shall not claim any compensation or damages from Government on that account and no damages or compensation shall be paid. In the event of cancellation of this agreement the buildings whatever is standing on the land on that date of such cancellation shall become the absolute property of Government.

contd.6.

24) On expiry of the contract period ~~of~~ the lessee shall remove all fixtures and moveable which have been paid for by him from the demised land within a period of 6(six) months from the date of expiry and the lessee shall hand over the vacant possession of the area at the end of the period specified failing which the Govt. shall be at liberty to take suitable action.

25) The casurina ~~k~~ trees standing on the area will be disposed of by the Department before possession of the area is handed over to the lessee.

This order issues with the concurrence ~~m~~ ~~wkk~~of ~~X~~ F.D. vide their U.O.Note No. FD 4522/W2/70 dated. 6.X.70.

19/9/70

U/S.,
A & F.D.

To

The C.C.F. along with case papers.

The Conservator of Forests, Kanara Circle, Dharwar.

The D.F.O., Honnavar.

Copy to: G.F.

Sl. No. 1

38

AFD 6854 FA 70

10/9/70

F. No. 45]

GOVERNMENT OF MYSORE

Tele gram / phone

OFFICE OF The

Chief Conservator of Forests (Gene

Bangalore,

No. B3/55/GFL/1556/70-71.

Encls. Case papers

Date 8 Sept. 1970.

To

The Secretary to Government,

Agriculture and Forest Department,

Bangalore.

Sir,

L SECTION
A.G.D.
35441

Sub:-Lease of 20 acres plot from the forest Casuarina plantation area of Kasarkod Village in N.K.District for setting up fish canning and freezing plant to Sri.K.V.Shetty.

I enclose herewith a copy of letter No.FOP/GFL/CCF/SR/114/70-71 Dated 20-8-1970 together with its enclosure and the case papers received from the Conservator of Forests, Belgaum.

In this case Shri.K.V.Shetty of Kumta has requested for grant of 20 acres land for the establishment of fish canning and freezing plant and development of cocoanut farm.

The area applied for falls in the casuarina plantations raised by the department between 59-60 to 61-62 and can be disposed of before giving possession of the area. The area falls in S.No.222 and 227 just by the side of the area recommended in favour of Shri.R.R.Naik of Kumta for fish oil extraction and fish meal plant.

The Conservator of Forests, Kanara has therefore recommended lease of only 10-0-0 acres from F.S.Nos.222 to 227 of Kasarkod Village, Honavar Taluka for the said industry for a period of 30 years on certain terms and conditions.

The State Port Officer, Karwar and the Deputy Director of Fisheries, Karwar have no objection for lease of the area from port and fisheries point of view respectively.

As it is reported the industry of the type stated by the petitioner is first of itskind in North Kanara District.

I have no objection for the lease of 10-0-0 acres out of F.S.Nos.222 to 227 of Kasarkod Village, Honavar taluka in favourof Shri. K.V.Shetty of Kumta on the terms and conditions as detailed in the enclosed Annexure - I.

Orders of Government in the matter may kindly be communicated.

Yours faithfully,

Chief Conservator of Forests

N.

Sri R
9/9

Annexure - I in respect of lease of 10-0-0 acres out of R.S.Nos. 222 to 227 of Kasarkod Village, Honavar Taluka in favour of ~~Shri.R.N.Nair, Advocate and Industrialist Kumta~~ M.V. Shetty, P.W.D.Contractor, Kumta for establishment of ~~fish oil extraction and fish meal plant~~/fish canning and freezing plant.

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1) The period of the lease shall be 30 years. Extension of the lease shall be granted by the Government at its discretion and it shall be subject to such terms and conditions as may be specified for such extended period.

2) The lessee shall pay a rent of Rs.150/- per acre or part of an acre per year.

3) The area shall be demarcated by the lessee on the ground at his cost by means of boundary stones which should be kept in proper repair throughout the lease period to the satisfaction of the Divisional Forest Officer concerned.

4) The lessee shall utilise the area mainly for the purpose of establishing ~~fish oil extraction and fish meal plant~~/fish canning and freezing plant and such structures as are necessary in connection with the said Industry, for housing the office, staff and labourers and for keeping the equipments.

5) Any amount due to the Government under the lease deed shall be recovered from the lessee as an arrears of land Revenue or under the lease deed shall be recovered from the lessee as an arrears of land Revenue or under any other provision under which it could be recovered.

6) The lessee shall be responsible for all the irregularities, commissions or omissions committed either by himself or his agents or labourers within a radious of 2 furlongs from the leased area as if the said irregularities have been committed by himself.

7) The lessee shall bind himself to render every assistance and use of his labour and equipment to his best endeavour to extinguish fire, if any, in the adjoining forest areas under lease and the lessee shall in all cases give immediate notice of such occurance of the fire to the nearest Forest, Revenue or Police Officer.

8) The lessee shall permit the officers and servants of Government with ~~WITHOUT~~ or without workmen at all times to enter upon the lands aforesaid to review the conditions and state thereof.

9) The lessee shall not query stones or use earth for brick manufacture and for other such purposes without the previous permission of the Divisional Forest Officer concerned in writing and he shall use the same with permission only on payment of its value existing at the time of such removal.

10) The lessee shall deposit with the Forest Department a sum of Rs.5000/- either in cash or bank guarantee for the satisfactory fulfilment of all the conditions and in case of breach of any of the conditions, the Conservator of Forests having jurisdiction over the area under lease shall be at liberty to impose penalty upto a maximum of Rs.100/- (One hundred only) for each such breach and recover the same, If the lessee fails to pay the same within 15 days from the date of such demand it shall be lawful for the conservator of forests to order recovery of this amount from the deposit. If any such penalty is recovered from the deposit, the deposit should be immediately made up so that the deposit is always Rs.5,000/.

....2.

11) The lessee shall not sublet or mortgage or alienate the demised land or any portion thereof to any other party or body for any purpose without the specific permission of Government in writing, which the Government might conceed subject to such terms and conditions as it may decide.

12) The lessee shall not do any act which is distructive or permantly injurious to the land excepting the construction of factory and other allied buildings as approved by the Departmental officers not below the rank of the Divisional Forest Officer.

13) The lessee shall as long as the lease is in force, pay the yearly rent regularly to Government in advance, the first of such payments to be made on the day of signing the agreement and the subsequent annual payment on the corresponding day and month of the succeeding years.

14) If the lessee fails to pay to the Government any sum or sums payable under the lease on the respective dates on which they become due, the lessee shall pay interest at 6½% per annum or at such rates as may be fixed in the years to come on such amounts from the due dates to the date of payment. For the purpose of reckoning interest, the periodof 15 days and above shall be reckoned as one month and that below reckoned as half a month.

15) In the event of temporary suspension of the lease during the agreement period, if any, the Government shall be at liberty to levy and recover proportionate rental from the lessee upto the date of withdrawal of the order of suspension.

16) The sum of Rs.5,000/- deposited by the lessee under condition No.(10) or such portion thereof as is available at the time of expiry of the contract, shall be returned to the lessee as early as possible thereafter.

17) The lessee shall abide by other terms and conditions as may be imposed by Government from time to time, after mutual agreement.

18) The annual rental indicated in condition No.(2) above is subject to revision if the circumstances so warrant and in a manner advantageous to Government.

19) The lessee shall obtain a licence from the competent authority for establishment of such a factory, if necessary before taking possession of the land.

20) The lessee shall use the area for the purpose for which it is granted and utilise the area within a period of 5 years.

21) The lessee shall leave a belt of 1 furlong from the high water mark of the Arabian sea.

22) The chemical effluents if any from the plant is properly discharged without any harm to the local inhabitants.

23) The lease shall be cancelled by Government if the factory becomes defunct or the lessee does not fulfil any of the conditions of this agreement. In the event of such cancellation, the lessee shall not claim any compensation or damages from Government on that account and no damages or compensation shall be paid. In the event of cancellation of this agreement the buildings whatever is standing on the land on that date of such cancellation shall become the absolute property of Government.

24) On expiry of the contract period the lessee shall remove all fixtures and moveables which have been paid for by him from the demised land within a period of 6 (Six) months from the date of expiry and the lessee shall hand over the vacant possession of the

area at the end of the period specified failing which the Government shall be at liberty to take suitable action.

omit

25) The lessee shall execute an agreement embodying the above conditions with the Divisional Forest Officer, Honavar on behalf of Government.

This order issues with the concurrence of F.D vide their U.O. No. [illegible] dated.

N.

(Chief Conservator of Forests)

Sub: Lease of 20 acres plot from the forest Casuarina plantation area of Kasarkod village in N.K. District for setting up fish canning and freezing plant to Sri K.V. Shetty.

No. FOP/GFL/CCF/SR/114 of 1970-71.
Dharwar, Dated: 19th August, 70.

To

The Chief Conservator of Forests in Mysore,
Bangalore-1.

Sir,

Ref: Your No. B3-GFL/2141/69-70 dated nil 1970.

I submit herewith the case papers along with a copy of letter No. BNW/357/70-71 dated 5-8-1970 of the Deputy Director of Fisheries, Norwegian Project, Karwar for favour of perusal.

2. Sri K.V. Shetty has requested for grant of 20 acres of land for the establishment of fish canning and freezing plant and development of coconut farm, etc. The Undersigned is inclined to recommend to release of 10 acres only for the establishment of fish canning and freezing plant from F.S.No. 226,227,222,223,225 and 224 of Kasarkod village on lease basis on terms and conditions proposed in the Annexure enclosed hereto. The area proposed in this, would be just by the side of site proposed to be granted to Sri R.R. Naik whose case has also been submitted to you separately.

3. The areas applied for fall in the Casuarina plantation raised by the Department but grant of land is considered essential near sea shore. It is ascertained from the D.F.O., that the Casuarina plantations are raised by the Department during 1959-60 to 1961-62. The Casuarina trees standing on the area will be disposed of by the Department before possession of the area is handed over to the applicant.

4. The case papers were referred to the State Port Office Karwar and the Deputy Director of Fisheries, Karwar who have no objection for release of the land from Kasarkod for the purpose.

Yours faithfully,

(S.R. Bhagwat) 8/8
Conservator of Forests,
Kanara Circle.

43

ANNEXURE

Terms and conditions on which area is to be granted on lease basis to Sri K.V. Shetty for establishment of fish earning and freezing plant.

...

1) The area will be utilised for the purpose for which it is granted.

2) The grantee shall pay the assessment on 1st April every year in advance.

3) The period of the lease will be 30 years in the first instance subject to renewal at the discretion of Govt., thereafter.

4) The assessment payable is Rs. 150/- per acre per year subject to revision any time by Govt., whenever the circumstances ~~wenant.~~ warrant

5) Grant of land is subject to obtaining a licence from the competent authority by the grantee for establishment of such a factory, if necessary.

6) The grantee shall leave a belt of 1 furlong of the high water mark of sea.

7) The grantee shall deposit a sum of Rs. 5000-00 with the Forest Department for the due fulfilment of the conditions satisfactorily and ~~into~~ in case of breach of any of the conditions, the department shall be at liberty to impose penalty to a maximum of Rs. 100/- in case of each count of breach and the decision of the Chief Conservator of Forests is final.

8) All or any amount due under the lease deed shall be recovered from the leassee as an arrear of land revenue. The amounts falling due will be charged an interest at the rate of 6½% from the due date.

9) The lease is liable for termination, if the factory becomes defunct or the ~~lease~~ lessee does not act according to any of the conditions of lease but the grantee shall not claim any compensation or damage from Government on that account and no demage or compensation will be paid.

10) The lessee shall maintain the boundary marks in tact at his expense and keep the boundary clean.

....2

44

11) On the expiration of the period or sooner termination of the lease, as the case may be, the lessee shall remove fixtures and moveables in the lands leased within a reasonable time and the lessee shall hand over to the Department vacant possession of the land.

12) The lessee shall execute an agreement with the Divisional Forest Officer on behalf of Government.

(S.R. Bhagwat),
Conservator of Forests, K.C.

D.